



REQUEST FOR QUALIFICATIONS RFQ#TCS-011-121614 Tax Collector Services

The City of Torrington is requesting qualifications from a firm or individual to supply Tax Collection Services for the City. Sealed proposals will be received at the office of the City Purchasing Agent, 140 Main Street, Room 206, Torrington, CT until 11:00 AM, December 16, 2014. **This is not a public opening.** In the event of the closure of City Hall, proposals will be opened on the following business day that City Hall is opened.

Vendor submitting qualifications should have sufficient financial experience and responsibility to be able to carry out the duties as Tax Collector. Vendor chosen shall hold office for a period of four (4) years from May 12 in the year of the appointment.

Vendor shall be able to prepare and provide a Transition Plan describing how the transition of taxpayer services will be seamless, include plans to address the outstanding payments due to the current tax collector. Provide a plan for continued tax collection in case of untimely death, incapacitation or other unforeseen circumstance impacting the Contractor's ability to fulfill the term of office.

Interested firm or individual are requested to submit an original and eight (8) copies of their qualifications to the Office of the Purchasing Agent, 140 Main Street, Room 206, Torrington, CT 06790, during normal office hours by no later than December 16, 2014 by 11:00 AM. Proposals received after this date and time will be rejected. Outside of the submitted proposal shall be clearly marked **"TCS-011-121614, TAX COLLECTOR SERVICES"**. **The cost proposal, "Appendix A" shall be submitted in a separate sealed envelope with proposal and clearly marked.** Each proposal must be submitted with all information requested (ie: Cost proposal in sealed envelope, the commitment letter, job descriptions, transition plan, etc. & resumes for personnel & Insurance certificate). The signed contract will be submitted after the city has reviewed the submitted proposals and has chosen a vendor to represent the city.

Submitted proposals shall be in a sealed envelope bearing on the outside, the name of the bidder, their address and the name of the project for which the proposal is submitted, proposal number and the bid opening, date/time clearly identified on the outside of the envelope/package. The city will not be liable for any costs incurred by a firm in the preparation or submission of a proposal.

Questions must be submitted by **December 1, 2014 at 12:00 P.M.** The City just completed a Forensic Audit regarding the Tax Collector office which is posted on the City of Torrington's website for review. All questions should be submitted by email to pennie_zucco@torringtonct.org. Questions will be answered through an addendum which will be posted on the City of Torrington website. It is the vendor's responsibility to check this site 48 hours before the opening date for addenda's. Firms mailing proposals should allow for normal delivery time to ensure timely receipt of their proposals. **Proposals may not be submitted by e-mail or fax.**

The City of Torrington reserves the right to accept or reject any or all proposals, to waive technicalities, or to award the contract to a bidder other than the lowest bid, and to award the contract as it feels will best serve the public interest.

All proposals will be considered valid for a period of ninety 90 days.

**REQUEST FOR QUALIFICATIONS
TAX COLLECTOR SERVICES
RFQ #TCS-011-121614
SCOPE OF WORK**

SCOPE OF WORK

- 1) Perform all duties imposed upon it as detailed in the Charter of the City of Torrington and also perform all duties and responsibilities required of municipal Tax Collectors as stated in the Connecticut General Statutes as may be amended from time to time.
- 2) Perform all duties imposed upon as detailed in Section 170-7 and 170-9 of the Torrington Code and Connecticut General Statutes Section 7-258 which concerns the manner of collection of sewer user fees.
- 3) Perform all duties and responsibilities required of municipal Tax Collectors as stated in the Connecticut General Statutes.
- 4) Make daily deposits equal to prior days' receipt of taxes and sewer user fees to the City Treasurer and no less than once per week reconcile its receivables with the City's Finance Department.
- 5) Refund all overpayments of taxes and sewer fees to taxpayers upon receipt of a claim for refund during the fiscal year and, at the conclusion of each fiscal year, remit all un-refunded overpayments to the City of Torrington.
- 6) Utilize office space provided at the Municipal Building, 140 Main Street, Torrington, CT to provide face to face customer service. The City shall also provide up to eight (8) parking spaces which may be situated in the adjacent municipal parking lot. The awarded contractor shall pay rent for said office space in the following manner: Three Hundred-Fifty Dollars (\$350.00) per month for the term of the contract. Included with this cost shall be heat, electricity, janitorial services, bathroom facilities and reserve parking for awarded contractor.

RESPONSIBILITIES OF TAX COLLECTOR

- 1) Will be responsible for all costs associated with the printing and mailing of tax bills and sewer user charges and the printing and mailing costs of housing and building supplement packages, personal property supplement taxes, and motor vehicle supplement taxes. Tax bill will include Tax Office address, phone number, and website and instructions for payment of tax bills and other tax payment inquiries.
- 2) Use the software program in use by the City and must maintain adequate hardware to run the software and pay for the cost of any needed software support. The Tax Collector's computers must allow for real time interface with the Assessor's Office and the Finance Department. Office staff must be trained on how to use software.
- 3) Create and maintain a user friendly web site to be linked to the City's website, explaining tax collection deadlines, consequences for failure to timely pay its policies and procedures and other relevant tax collection information. Set up program to be able to accept online payments via credit card or online check.
- 4) Shall operate a phone system of at least four (4) incoming phone lines for voice only transmissions and voice mail which will be provided by the City.

BONDS

The proposer and/or his insurance carrier shall annually provide the City with copies of bonds and submit

proof that the proposer can obtain the necessary bonds which must be submitted with the proposal. Said proof shall consist of a commitment letter signed by an officer or attorney-in-fact of a surety company licensed to do business in the State of Connecticut stating that it will furnish the Applicant with said Faithful Performance Bond and the Bond guaranteeing payment of amounts due on the tax rate books of the City of Torrington and a letter of credit.

A) Pursuant to the provision of Section 12-136 of the Connecticut General Statutes, the proposer shall give a surety bond to run for the term of his office for the faithful discharge of his duties in the amount of Three Hundred Thousand (\$300,000.00) dollars in a form approved by the State Tax Commissioner.

B) In addition to this provision, proposer agrees to procure a surety bond or letter of credit from a company of good standing approved by the City in the amount of Seven Million Dollars (\$7,000,000.00) guaranteeing the payment of amounts due on tax rate books of the City. This bond/letter must be maintained throughout the term of office and must be presented to City every six months.

CUSTOMER SERVICE

1) All official interaction with the public shall be in a professional and courteous manner and shall provide its office staff with a professional customer service training annually.

2) Shall accept payment via credit card services. The fees for establishing and maintaining a credit card payment service shall be paid by the Tax Collector. Actual fees for charges shall be paid by the taxpayer who shall be given notice of the fee and a detail of the fee amount prior to the final submission of payment.

3) Office shall be open and available to the public during the same hours that City Hall provides service to the public. In order to change hours for in-house training, proposer must have the approval of the Mayor's office. Such approval will not be unreasonably withheld, and shall make advanced notice of such change in hours to the public within local newspapers and posting throughout City Hall at its own expense.

MEETINGS

Proposer will meet with the Mayor, Treasurer, Comptroller, WPCA Director, Assessor on an "as needed" basis. Proposer must meet at least annually with the Board of Finance and with the City Council prior to noticing any tax sale.

POLICIES AND PROCEDURES

Proposer shall prepare a pamphlet of its policies and procedures detailing its process for executions, jeopardy tax and tax sales. These pamphlets will be available to the public and will be posted on the Tax Collector's and the City's website.

DOCUMENTATION

1) Proposer shall supply the City's Treasurer's office with copies of any tapes, books or records on a monthly basis showing prepayments received and deposited in said account.

2) The City reserves the right to inspect and audit any tapes, books or other records upon reasonable notice and at reasonable times. The proposer shall supply the City's Treasurer's office with copies of any tapes, books or records on a daily basis showing a reconciliation between the daily deposits received and paid to the city.

3) Prepare and disclose job descriptions of its staff responsibilities and qualifications.

- 4) Provide the City Treasurer's office with a hard copy of the Tax Rate Book, including a list of any and all tax and sewer overpayments, on an annual basis.
- 5) Provide information concerning any suits filed, judgments entered or claims made against the firm during the last five years or any declaration of default or termination for cause against the firm with respect to such services. In addition, state whether during the past five years the firm has been suspended from bidding or entering into any government contract.
- 6) Must be signed by an official authorized to bind the firm to its provisions.
- 7) Except as authorized by Ms. Zucco, no vendor may contact any other employee or elected or appointed official of the City of Torrington with respect to the RFQ or the submission of a bid.

INSURANCE

The Contractor shall provide the City, at its own expense and cost, obtain and keep in force during the entire duration of the Project or work the following insurance coverage covering the Firm and all of its agents, employees and agents as an Additional Insured on a primary and non-contributory basis to the Consultant's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the Firm's Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-VII or better by A.M. Best Companies lawfully authorized to do business in the State of Connecticut. Each certificate shall require that notice be given to the City not less than thirty days prior to the cancellation or material change in the policy.

Liability Insurance shall be in the type and amounts shown below:

General Liability	\$2,000,000
Excess Liability Umbrella Form	\$5,000,000/\$5,000,000
Worker's Compensation and Employer's Liability	\$500,000/\$100,000
Professional Liability	\$1,000,000

All policies shall name the City of Torrington, its officers, agents, and employees as additional insured. This provision shall be reflected on all Certificates of Insurance.

The Consultant agrees to maintain continuous professional liability coverage for the entire duration of this Project, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the Project.

The Consultant shall direct its Insurer to provide a Certificate of Insurance to the City before any work is performed. The Certificate shall specify that the City shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Firm shall provide the City copies of any such Policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the City and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Firm's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Firm, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Firm to perform or furnish either of the services, or anyone for whose acts the Firm may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the City or any of its consultants, agents or employees by any employee of Firm, by any person or organization directly or indirectly employed by Firm to perform or furnish any of the work, or by anyone for whose acts Firm may be liable, the indemnification obligation under this Article V shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Firm under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

NON-DISCRIMINATION:

The respondent agrees and warrants that in the performance of the contract pursuant to this solicitation he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut or the City of Torrington.

SELECTION PROCESS

Review Process: All proposals will be reviewed by a selection committee as appointed by the Mayor.

The City reserves the right to waive non-material deficiencies in any proposal.

Proposals will be evaluated based on what is deemed to be in the best interests of the City, including such factors as the bidder's experience and expertise in providing actuarial services for municipalities. Cost will not be the sole factor in evaluating bids.

A short list of finalists will be developed and firms may be interviewed by the Selection Committee after the proposals are received. Specific information required for the interviews will be provided to finalists at the time of notification.

If interviews are held, they will be 30-45 minutes long. Initial presentations will be limited to 15 minutes. The final 15-30 minutes will be reserved for questions from the Selection Committee and subsequent discussion. The key person to be assigned to this project must be present at this interview.

The Selection Committee expects to recommend a firm to the Board of Trustees for each plan for their approval.

The City expects to complete its review of all proposals and select the tentative bidder within two weeks after the receipt of proposals. If necessary, the City may extend that review period.

Selection as the preferred proposal does not provide any contract rights to that firm. Any such rights shall accrue only if and when the City and the firm execute a binding contract. The City reserves the right to negotiate with the successful firm in any manner necessary to best serve the interests of the City. If the City fails to reach an agreement with the successful bidder, the City may commence negotiations with an alternative bidder or reject all bids and reinstitute the RFQ process.

REQUIREMENTS

Affirm that proposer is properly licensed and insured or otherwise permitted to provide these services in Connecticut.

List of references that you have supplied similar service to and include the name and contact information for these references.

Supply resumes of personnel working in the Tax Office.

Provide any additional information or documentation about your firm that you believe will assist the City in making its selection.

In addition to acceptance of the terms of the proposed tax collector agreement set forth below, the successful proposal must comply with the following:

Provide the commission rate for the Basis and Method of Contract Payment:

Upon verification of the Treasurer's Office of taxes collected and deposited, the commission payable to awarded contractor for the initial term of this contract from May 2015 to May 2019 shall be the percentage rate of _____% on the total amount of taxes and sewer user fees collected.

The payment schedule shall be as follows:

- a. Collected through July 31-Commission Payment on August 2nd
- b. Collected through October 31-Commission Payment on the 2nd Tuesday in November
- c. Collected through January 31-Commission Payment on February 2nd
- d. Collected through April 30-Commission Payment on the 2nd Tuesday in May

Provide a certified Financial Statement showing the contractor's net worth and undergo a thorough background check.

CITY OF TORRINGTON
RFQ #TCS-011-121614
QUALIFICATIONS FOR TAX COLLECTOR

The undersigned has read, understands, and agrees to comply with the requirements contained in the Request for Qualifications for Tax Collector Services. The undersigned submits this proposal in good faith and without collusion with any other person, individual or firm.

Name and Address of Firm:

Name, Title and Contact Information (phone, fax, email) of Authorized Representative:

Social Security or Federal ID#

Signature of Authorized Representative:

(Attach additional sheets as necessary)

**APPENDIX A
FEE PROPOSAL**

**CITY OF TORRINGTON
RFQ #TCS-011-121614
QUALIFICATIONS FOR TAX COLLECTOR**

My proposal to provide Tax Collector Services is as follows (percentage of collections):

Cost/Year One: _____ %

Cost/Year Two: _____ %

Cost/Year Three: _____ %

Cost/Year Four: _____ %

Total Cost: _____ %

EXHIBIT B

REQUEST FOR QUALIFICATIONS TAX COLLECTOR SERVICES RFQ#TCS-011-121614

SELF-EVALUATION REVIEW SAMPLE

OUTLINE OF TAX COLLECTOR REVIEW

Review every 6 months on or about November 15 and May 15.

1. All money due City paid by 1st Monday of November or 1st Monday of May as per contract (Nov. and May).
2. Money paid to City within 24 hours of deposit July 2-Nov. 1 and Jan. 2-May 1 as per contract (Nov. and May).
 - a. Documentation, including copy of deposit slip and computer printout showing source of monies received (Nov. and May).
3. Copy of proper bonds (Nov. and May).
4. Submission of letter of credit for \$7,000,000 line (Nov. and May)
5. Real Estate and Sewer. Percent collected for a stated time frame of collection.
6. Motor Vehicle. Percent collected for a stated time frame of collection.
7. Personal Property. Percent collected for a stated time frame of collection.
8. List of Real Estate properties with back taxes of 5 years or greater (May only).

Respectfully submitted,

Tax Collector

TAX COLLECTOR AGREEMENT

Pursuant to the requirements of Title XIV of the Charter for the City of Torrington, the City hereby appoints _____ to the office of the Tax Collector for the City of Torrington under the following agreement:

- 1) The Tax Collector shall satisfy all of the obligations, and be granted all powers and perform all the duties commensurate with that office with respect to the collection of real estate, personal property, sewer use charges, motor vehicle, and supplemental taxes and to assess interest in conformity with: Connecticut General Statutes Chapters 204 and 205; Connecticut General Statutes §7-254 through §7-258; Title XIV of the City Charter; and all applicable municipal ordinances.
- 2) The Tax Collector shall be individually responsible for all costs associated with the collection of real estate, personal property, sewer, motor vehicle, and supplemental taxes. These costs include, but are not limited to: the printing and mailing of all tax bills and sewer user charges; insurance; telephone charges; membership dues; marshal's fees; and any continuing education or training fees.
- 3) Tax bills must include the Tax Collector's Office address, phone number and website and instructions for payment of tax bills and other tax payment inquiries. The foregoing notwithstanding, in the event the City requires The Tax Collector to print or mail tax bills or sewer user charge bills, other than the one-time standard, July 1st billing and the January 1st supplemental bills, due to a change in the City's mill rate or assessment established at the date of the July 1st billing in any fiscal year, the City shall reimburse The Tax Collector for such additional printing and/or mailing costs, specifically including, but not limited to The Tax Collectors actual costs of printing and/or purchasing new tax forms and envelopes, postage and computer reprogramming costs, in any.
- 4) The Tax Collector shall use the software program provided by the City. All office staff must receive training on how to use the software. The City shall maintain the software and cover the cost of software upgrades; The Tax Collector must maintain adequate hardware to run the software. The Tax Collector's computers must allow for real time interface with the Assessor's Office and the Finance Department.

The City is solely responsible for the maintenance of its computer software, and other equipment/hardware together with any programs/software to which The Tax Collector's hardware and software is connected. The City is aware that the proper maintenance of its hardware and software is essential to the ability of The Tax Collector to properly, promptly and efficiently discharge its functions and duties. Therefore, the City agrees that it shall properly maintain such hardware / equipment and software and agrees to upgrade, replace, and maintain the same in a condition which ensures the peak performance of all the connected hardware/ software of The Tax Collector. The Tax Collector is solely responsible for the maintenance of his computer system and other equipment/hardware together with any programs/software to which his hardware and software is connected.

- 5) The Tax Collector shall maintain a webpage on the City's website, generally explaining tax collection policies, procedures, deadlines, and consequences for failing to pay taxes on time. This information shall also be available in printed form to the public.
- 6) The Tax Collector shall at all times maintain a publicly available list of all tax and sewer user overpayments. Said list is to be maintained on the aforementioned website.
- 7) The Tax Collector shall process requests for refunds of overpaid taxes and sewer user fees during the year of collection. Any un-refunded overpayments remaining at the end of each fiscal year will be turned over to the City. Forms and policies relating to refunds are to be approved by the City prior to being instituted.
- 8) The Tax Collector shall give a surety bond, from a reputable and mutually acceptable carrier, to the City for the faithful discharge of the duties of the office of Tax Collector in the amount of \$300,000.00; AND the Tax Collector shall procure a credit line, from a reputable and mutually acceptable carrier, of Seven Million Dollars (\$7,000,000.00) written for the sole purpose of backing the timely payment of taxes to the municipality.
- 9) The Tax Collector shall provide the City certificates of liability insurance in the following type and amounts shown below:

i. General Liability	\$2,000,000.00
ii. Excess Liability Umbrella Form	\$5,000,000 /\$ 5,000,000
iii. Workers Compensation & Employers Liability	\$500,000 / \$ 100,000
iv. Professional Liability	\$1,000,000

- 10) The Tax Collector shall comply with the requirements of Connecticut General Statute 7-402 by depositing and holding all proceeds collected in an account identified as the account of the Tax Collector, or as a custodian or trustee on behalf of the City.

The Tax Collector shall make daily deposits equal to prior days receipt of taxes and sewer user fees to the City Treasurer for each installment of total taxes due (July and January) and total sewer user fees due (July and January) until settlement date of each installment (on or before the first Monday in November and May) and no less than once per week reconcile its receivables with the City's Finance Department.

- 11) Upon verification of the Treasurer's Office of taxes collected and deposited, the commission payable to the Tax Collector shall be _____. In addition thereto, The Tax Collector shall be entitled to retain all back taxes collected during said period and all interest allowed pursuant to State Statute and City Charter. Under no circumstances shall the Tax Collector be allowed to keep non-refunded overpaid taxes or sewer user fees.
- 12) The Tax Collector, and any staff working for the Tax Collector, shall be obligated to perform the duties of office in a competent, courteous and professional manner at all times. The City, through the Office of the Mayor, shall appoint an Ombudsman who will confer with the Tax Collector's

office weekly to review, investigate and address public concerns that may arise. Complaints will be investigated by the Tax Collector, who will forward a written response to both the complainant and to the City through the ombudsman.

- 13) The Tax Collector's Office shall be maintained in the municipal building at 140 Main Street, Torrington, CT as determined by the City. The City shall also provide up to eight (8) parking spaces which may be situated in the adjacent municipal parking lot. The Tax Collector's Office shall be open and available to the public during the same hours that City Hall provides service to the public. The Tax Collector shall have all means of ingress into and egress out of said premises.

Further, upon the expiration of the term of this agreement, The Tax Collector will deliver to his immediate successor the uncollected rate bills as contemplated by C.G.S. §12-135, The Tax Collector shall retain all tax collector powers so as to permit him to continue to collect those unpaid bills which are due to him.

- 14) The Tax Collector shall pay the City \$350.00 per month for both janitorial services provided by the City, and for computer networking and internet access provided by the City.
- 15) The Tax Collector's Office shall in accordance with C.G.S.A. Section 12-141a accept payment of taxes, penalties, interest, fees and sewer user charges by MasterCard and VISA credit card services. Fees for establishing and maintaining a credit card payment service shall be paid by The Tax Collector. Any and all actual fees for credit card charges shall be charged to the taxpayer; however, such fees shall not exceed any charge by the credit card issuer, including any discount rate.
- 16) The Tax Collector will be available to meet with City officials as requested by those officials.
- 17) The Tax Collector shall timely notify the Mayor's Office of the intent to conduct any tax sale prior to any such sale.
- 18) The Tax Collector shall notify the Mayor's Office, at least three days prior to any jeopardy collection, or bank execution to be made in excess of \$ 1,000.00.
- 19) The Tax Collector shall not sell, transfer or assign, any liens, property taxes, and/or sewer user fees to a third party, without the express consent of the Board of Finance.
- 20) In the event the City abates the amount of any tax due the City for hardship under the provisions of C.G.S. §12-124; abates any tax due the City for any other reason provided for in the General Statutes; such as volunteer firefighters or the amount of any property tax due the City is discharged in bankruptcy, The Tax Collector, shall not be responsible to the City for the payment of any such abated or discharged tax.
- 21) The City shall not take any action resulting in a waiver of any interest, penalties or fees due as a result of unpaid taxes, unless the City pays such waived interest, penalties and fees to The Tax

Collector. Compliance with C.G.S. §12-146a and §12-146b shall be at the discretion of the City upon notice from The Tax Collector that a taxpayer is delinquent more than one year. The Tax Collector is permitted to notify delinquent taxpayers of the terms of those statutes and the risks to the taxpayer from non-payment.

- 22) The Tax Collector shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees of counsel selected by the City, arising out of or resulting from the performance of the terms of this agreement, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of The Tax Collector or anyone directly or indirectly employed by The Tax Collector.
- 23) The Tax Collector shall submit to an audit of its operations and shall produce documents necessary for the completion of the audit as requested. The Tax Collector, however, shall not be responsible for the production of any documents already provided to the City or such matters which are available through the City's computer system based on the interface with the tax collector's system. The audit shall be performed by qualified auditors of the City's choosing and shall not occur more than once each contract year. The audit shall be paid by the city.
- 24) This agreement shall continue until the expiration of the four year appointment to the Office of Tax Collector, unless the Tax Collector is removed from office for cause, or is unable for any reason to perform the duties of office.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this ____ day of ____, 20____.

Signed, sealed and delivered
In the presence of:

CITY OF TORRINGTON

BY: _____

Its Mayor

TAX COLLECTOR

BY: _____

Tax Collector